

**APPENDIX G**  
**SAMPLE CONTRACT**

SAMPLE

## CONTRACT RFP 3512R10

**THIS CONTRACT** ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PENNDOT"), and \_\_\_\_\_ ("CONTRACTOR").

### WITNESSETH:

**WHEREAS**, PENNDOT issued a Request For Proposals for Asset Marketing and Sponsorship Opportunities, RFP No. 3512R10 ("RFP"); and

**WHEREAS**, CONTRACTOR submitted a proposal in response to the RFP; and

**WHEREAS**, PENNDOT determined that CONTRACTOR's proposal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected CONTRACTOR for contract negotiations; and

**WHEREAS**, PENNDOT and CONTRACTOR have negotiated this Blended Maximum Hourly Rate, Work Order Driven and Revenue Generating Contract as their final and entire agreement.

**NOW THEREFORE**, intending to be legally bound hereby, PENNDOT and CONTRACTOR agree as follows:

1. CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to PENNDOT for Asset Marketing and Sponsorship Opportunities as more fully defined in the RFP, which is attached hereto as Exhibit "A" and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed during the contract period of 24 months following the date of the Notice to Proceed of this Contract by PENNDOT. PENNDOT'S Contracting Officer may renew this contract upon the same terms and conditions, incrementally or in one step, for a period of up to 36 months, by mutual consent in the form of a letter signed by the Contracting Officer and CONTRACTOR. The cost for the renewal term will remain the same as the final agreed upon cost for the initial term of the contract unless otherwise negotiated by the Department and the CONTRACTOR at the time of renewal. In addition, the Commonwealth reserves the right upon written notification to the CONTRACTOR by PENNDOT's Contracting Officer to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This right to extend the Contract in no way minimizes PENNDOT's right to the timely receipt of the project deliverables as specified in the RFP.
3. PENNDOT shall pay the CONTRACTOR a negotiated, blended hourly rate for Task A work, in an amount not to exceed the Maximum Rate set forth on the

CONTRACTOR's Cost Submittal and any addendum reflecting negotiations of those rates, if applicable, which is attached hereto as Exhibit "D" and made part of this Contract. CONTRACTOR agrees to pay PENNDOT the greater of: 1) the Adjusted Revenue amount set forth in Exhibit "D" and any addendum reflecting negotiations of those rates, if applicable (which is derived by offsetting the Guaranteed Revenue amount by the Success Fee percentage identified by the CONTRACTOR in Exhibit "D"); or 2) the total actual revenue less the Success Fee, during each year of this Contract for work completed in accordance with the terms and conditions of the Contract. See Sections II-10 and IV-7 of the RFP and addenda, if any, which is attached hereto as Exhibit "A" and Exhibit "D."

4. CONTRACTOR agrees to meet and maintain the commitments to disadvantaged businesses made in its Disadvantaged Business Submittal, if applicable.

The Contract is comprised of the following documents, which are attached hereto and incorporated herein by reference as though set forth at length:

- a. This document, identified as Appendix G to the RFP.
- b. The BOP-1205 - Standard Terms and Conditions - Electronic Contracts, Exhibit B.
- c. The CONTRACTOR's Cost Submittal and any addenda, if applicable, Exhibit D.
- d. The RFP and any addenda, including all referenced Appendices, Exhibit A.
- e. The CONTRACTOR's Technical Submittal and any addenda, if applicable, Exhibit C.
- f. The CONTRACTOR's Small Diverse Business Submittal and any addenda, if applicable, Exhibit E.

Notwithstanding similar or contradictory order of precedence language attached to or made part of this Contract, including but not limited to language appearing in Exhibit B, the above documents are listed in order of precedence.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**CONTRACTOR:**

BY \_\_\_\_\_  
NAME  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
DATE

*If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign; if one of these officers is not available, please attach a resolution. If a sole proprietorship, only the owner must sign; if a partnership, only one partner needs to sign; if a limited partnership, only a general partner may sign. If a Limited Liability Company ("LLC"), only one member needs to sign, unless it is a manager-based LLC, then a manager must sign. If a Municipality, Authority, or other entity, please attach a resolution.*

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**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
NAME  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
DATE